



STATE OF MONTANA, FISH WILDLIFE AND PARKS INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number:
080073

IFB Title:
Cooney State Park Playground Equipment

IFB Due Date and Time:
October 5, 2007
2:00 p.m., Mountain Daylight Time

Number of Pages: 5

ISSUING AGENCY INFORMATION

Procurement Officer:
Rick Dorvall

Issue Date:
9/28/07

Fish Wildlife and Parks
Purchasing Unit
930 Custer Ave
P O Box 200701
Helena MT 59620-0701

Phone: (406) **495-3249**
Fax: (406) **495-3253**
TTY Users, Dial 711

Website: <http://www.fwp.mt.gov>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND
ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Number: **080073**
IFB Due Date: **10/5/07**

Special Instructions:
**Delivery FOB Joliet MT 59041 on or Before
October 31, 2007**

Alternate Bids:

Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Montana Fish, Wildlife and Parks is requesting a bid on the following playground equipment to be delivered FOB Joliet, MT 59041:

1 each Phase 1, 2 and 3 Playground Equipment

Required Specifications:

1. The supplier/equipment must comply with Consumer Product Safety Commission (CPSC) 325 standards, ADA guidelines and be International Playground Manufacturers Association (IPEMA) certified as well as meet all ASTM F1487-05 playground standards and ASTM 1487-01 standard.
2. Must be geared to 5-12 year olds with at least 14 elevated play events and 6 ground level play events.
3. Will have at least two elevated slides. The slides will be of a plastic material and pre-manufactured for the intended application. No metal slides will be considered.
4. Will have an elevated walk area feature to provide access to the slides and other play functions.
5. The elevated walk area shall be adequately designed and included safety railings, access ladders, and similar features for the intended purpose.
6. Will have at least two separate, covered roof-type structures above the elevated walking platform area which will provide shade and an architectural effect to the installation.
7. No wooden posts, railings, or similar components shall be a part of the pre-manufactured playground equipment.
8. Clear installation instructions must be provided along with recommendations of playground surface.
9. Maximum area required is 40'3" x 41' 4"
10. Phase 1, 2 and 3 complete (Equivalent to PLAYSENSE DESIGN 400)
11. Maximum fall height: 84"

Manufacturer literature, sufficient in detail to address all specification requirements of the item being solicited, must accompany bid response. Failure to enclose literature as required may result in bid disqualification.

Delivery requested on or Before October 31, 2007

Quote Section:

Provide and deliver, FOB Joliet, MT 59041

1 each pre-manufactured playground equipment according to the above specifications.

Color choices will be made after vendor has been selected.

Color(s) Available:_____

Total Cost Delivered:_____

Size:_____

Brand/Model:_____

Delivery Date:_____

ADDITIONAL OPTIONAL REQUEST: The following request is optional and will be considered separately from equipment bid and may or may not be purchased at this time.

Appropriate Soft Fall Material for Equipment Being Bid

Price per Square Foot Delivered FOB Joliet, MT 59041:_____

Type of Material:_____

Depth:_____

Fall Height Protection:_____

ADA Compliant: YES/NO (circle one)

Signing this IFB certifies that the equipment you are presenting for bid meets all of the required specifications.

NOTE TO VENDORS:

- A) Failure to display Invitation For Bid FWP 080073 on your sealed bid envelope may result in bid disqualification.

HAVE YOU REMEMBERED TO:

- * Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- * Mark envelope or box with bid number and opening date
- * Review "Standard Terms and Conditions"
- * Sign your bid on the cover sheet
- * Initial all bid/pricing changes you made
- * Review and complete all listed requirements to ensure compliance
- * Include literature (if requested)
- * Include Montana-Made preference affidavit, if applicable
- * Have current Montana resident preference affidavit in place, if applicable